

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM805509

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Galaxy Medical Southwest, LLC (dba The Elite Nurse Practitioner)		04/20/2023	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	The Elite Nurse Practitioner, LLC		
Street Address:	339 S. Spring Avenue		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63110		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6882547	THE ELITE NURSE PRACTITIONER	
CORRESPONDENCE DATA			
Fax Number:	2033255001		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2033255049		
Email:	mholmes@fdh.com		
Correspondent Name:	Matthew Holmes		
Address Line 1:	Six Landmark Square		
Address Line 4:	Stamford, CONNECTICUT 06901		
NAME OF SUBMITTER:	Matthew Holmes		
SIGNATURE:	/Matthew Holmes/		
DATE SIGNED:	04/24/2023		
Total Attachments: 5			
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OP \$40.00 6882547

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is effective as of April 20, 2023 by and between Galaxy Medical Southwest, LLC dba The Elite Nurse Practitioner, a Wyoming limited liability company ("Assignor"), and The Elite Nurse Practitioner, LLC, a Delaware limited liability company ("Assignee").

Reference is made to that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of the date hereof, by and among Assignor, Assignee, and the other parties thereto;

Assignor is the owner of the entire right, title and interest in and to the United States trademarks, trade names, registrations, and trademark applications set forth on Exhibit A hereto (the "Assigned Intellectual Property"); and

Assignor and Assignee desire that all of Assignor's respective right, title and interest in and to all the Assigned Intellectual Property be assigned, transferred, conveyed and delivered to Assignee.

In consideration of the foregoing and the other agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the parties hereto agree as follows:

1. Assignment of Intellectual Property Rights.

- a. Assignment. Without any representation or warranty hereunder, Assignor hereby irrevocably and unconditionally assigns, sells, conveys, delivers and transfers to Assignee all right, title and interest of Assignor in and to the Assigned Intellectual Property and the registrations thereof (including any and all common law rights associated with the Assigned Intellectual Property), together with the goodwill connected with the use thereof (as applicable) and symbolized thereby, to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which the Assigned Intellectual Property is granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, and together with all income, royalties and claims for damages by reason of past infringement thereof, with the right to sue for, and collect the same for Assignee's use and benefit and for the use and benefit of Assignee's successors and assigns.
 - b. Further Assurances. Assignor hereby agrees, upon the reasonable request of Assignee, to execute any necessary and customary forms required by the US Patent and Trademark Office or any domain name registry to effect such assignment, and/or any forms which may be appropriate and desired by Assignee for such purposes. Assignee shall be solely responsible for any third-party or out of pocket costs incurred by Assignor pursuant to this Section 1.b.
2. Acceptance. Assignee hereby accepts the foregoing assignment of the Assigned Intellectual Property.

3. Miscellaneous.

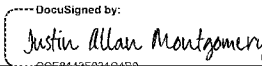
- a. The parties hereto acknowledge and agree that this Agreement is entered into pursuant to the Purchase Agreement, to which reference is made. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
- b. Amendment. No amendment or waiver of any provision of this Agreement shall be effective unless in writing and executed by the parties hereto, in the case of an amendment, or the party entitled to the benefit of the provision to be so waived, in the case of a waiver.
- c. Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon and enforceable against, the parties hereto and their respective successors and assigns.
- d. Governing Law. This Agreement shall be governed by and construed in accordance with the internal substantive laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.
- e. Counterparts. This Agreement may be executed in one or more original or electronic counterparts, and all counterparts so executed shall constitute one agreement, binding upon the parties hereto, notwithstanding that the parties are not signatory to the same counterpart.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Agreement to be duly executed as of the date first written above by their duly authorized representatives.

ASSIGNOR:

GALAXY MEDICAL SOUTHWEST, LLC DBA
THE ELITE NURSE PRACTITIONER, a Wyoming
limited liability company

By: 
Name: Justin Allan Montgomery
Title: Chief Executive Officer

ASSIGNEE:

THE ELITE NURSE PRACTITIONER, LLC, a
Delaware limited liability company

By: _____
Name: Jim Fox
Title: Treasurer and Secretary

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Agreement to be duly executed as of the date first written above by their duly authorized representatives.

ASSIGNOR:

GALAXY MEDICAL SOUTHWEST, LLC DBA
THE ELITE NURSE PRACTITIONER, a Wyoming
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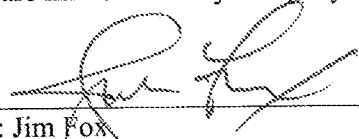
By: _____

Name: Justin Allan Montgomery

Title: Chief Executive Officer

ASSIGNEE:

THE ELITE NURSE PRACTITIONER, LLC, a
Delaware limited liability company

By:  _____

Name: Jim Fox

Title: Treasurer and Secretary

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 008050 FRAME: 0731

Exhibit A
Assigned Intellectual Property

Trademarks:

Trademark	Country	Serial No./ Filing Date	Reg. No. / Reg. Date	Registrant
THE ELITE NURSE PRACTITIONER	U.S.	90641602 04/13/2021	6882547 10/25/2022	Galaxy Medical Southwest, LLC